Sargent Electric Company *and* Dennis H. Greenwood. Case 6-CA-9991

March 19, 1981

SUPPLEMENTAL DECISION AND ORDER

On November 17, 1980, Administrative Law Judge Phil W. Saunders issued the attached Supplemental Decision in this proceeding.[1] Thereafter, Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has considered the record and the attached Supplemental Decision in light of the exceptions and brief and has decided to affirm the rulings, findings,[2] and conclusions of the Administrative Law Judge and to adopt his recommended Order.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order, the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, Sargent Electric Company, Pittsburgh, Pennsylvania, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

[1] The Board's original Decision and Order is reported at 237 NLRB 1545 (1978). Thereafter, the Court of Appeals for the Third Circuit entered its judgment enforcing the Board's Order (Docket No. 79-1847, December 13, 1979).

[2] Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

SUPPLEMENTAL DECISION

STATEMENT OF THE CASE

PHIL W. SAUNDERS, Administrative Law Judge: This case was heard before me in Pittsburgh, Pennsylvania, on June 30, 1980, based on a backpay specification issued on April 8, 1980, for the purposes of resolving a controversy over the amount of backpay due the individuals named herein.

On September 1, 1978, the Board issued its Decision and Order (237 NLRB 564) directing Sargent Electric Company, hereinafter Respondent, to make whole Dennis H. Greenwood, Tommy W. Rose, Robert Sipe, and Kenneth H. Bonds for their loss resulting from Respondent's unfair labor practices. On December 13, 1979, the Court of Appeals for the Third Circuit entered its judgment enforcing the provisions of the Board's Order herein, and accordingly, the backpay specification was issued.

The Respondent admits the propriety of the General Counsel's formula used to determine the amount of backpay due the claimants, including the number of hours each claimant would have worked during each week of the backpay period; the hourly wage rates payable to employees in the classification occupied by each of the discriminatees; the hourly wage payable for overtime work; the number of hours each discriminatee would have worked at the overtime rate during the backpay period; the vacation allowance rate payable to each of the discriminatees; and the percentage of net backpay payable to the Local Employee Benefit Board.[1]

The backpay period for each of the discriminatees begins on January 10, 1977, when each was discharged by Respondent, and ends on April 26, 1978, when each of the claimants either accepted or declined the Respondent's offer of reinstatement.

Each of the four claimants were either journeyman electricians, wiremen, or linemen, and prior to their discharge had been referred to the Respondent's Elrama Power Station jobsite located approximately 25 miles from Pittsburgh. The employees of Respondent were represented by Local 5 of the International Brotherhood of Electrical Workers (Pittsburgh) and all references herein to other locals are of the same brotherhood.

During the backpay period all of the claimants incurred certain expenses while seeking and maintaining their interim employment. The Board, of course, has long considered these types of expenses to be an offset to the amount of interim earnings and thus are recoverable, and the employer has the burden of establishing that the expenses were not incurred, or any incorrectness or undue discrepancies in the amount of expenses claimed.

From time to time all of the discriminatees incurred extra mileage costs and also two of them incurred extra food and lodging expenses while seeking and/or maintaining interim employment. More specifically, each of the claimants testified as to the amount of extra mileage incurred by them while maintaining interim employment in respect to the daily commuting between their various places of lodging and places of employment, and the mileage rate used in such tabulations was 15 cents a mile.[2] Greenwood and Rose also incurred turnpike and bridge tolls in seeking interim employment at various times in the backpay period, but it is well established that such mileage and tolls incurred by a discriminatee and claimant in seeking interim employment is also a deductible expense from interim earnings and, therefore, a recoverable item.

Finally, extra lodging expense is claimed by Bonds while he was maintaining interim employment and food and lodging expenses are also claimed by Greenwood while maintaining interim employment away from his

[1] The Employee Benefit Board, referred to above, is in relation to a pension fund established by the bargaining contract with certain moneys to be paid by the Respondent on behalf of its employees. The amount of the contributions set forth in the specification payable to each claimant, is based on the net backpay due them for each quarter.

[2] From July 1, 1975, to October 1978, the reimbursement by the Federal Government for business use of personal automobile was at least 15 cents a mile and it is submitted that this figure is a reasonable mileage rate in computing the discriminatees or claimants expenses in maintaining their interim employment. There appears to be no disagreement with the 15-cent-a mile charge and, accordingly, it is hereby accepted.

residence. Both claimants testified as to those expenses. Moreover, it is well established that food and lodging expenses are considered as deductible expenses from interim earnings.

As pointed out, Respondent, with few exceptions, has not seriously challenged the reasonability of the expenses claimed nor the correctness of the expenses. In view of these circumstances all such expense items claimed as offsets to interim earnings are deductible.

The main issue in this proceeding is whether or not the claimants made sufficient efforts to obtain other work in order to meet their obligation to mitigate damages. Counsel for Respondent argues that the major difference in the reported earnings of the claimants during the six quarters included in the Board's backpay specification clearly establishes that each of the claimants did not meet his respective duty to mitigate damages by securing other available work. Respondent claims that their backpay obligation as to Robert Sipe terminated on November 10, 1977.

Board decisions have made it clear that an employer has the burden of establishing that the discriminatees engaged in conduct that would constitute willful loss of earnings and, while it is true that a discriminatee or claimant must make a good-faith effort to search for employment during the backpay period, "the backpay claimant should receive the benefit of any doubt rather than Respondent, the wrongdoer responsible for the existence of any uncertainty, and against whom any uncertainty should be resolved." *United Aircraft Corporation (Pratt & Whitney Aircraft and Hamilton Standard Division)*, 204 NLRB 1068 (1973), and cases cited therein.

The applicable legal principles were correctly restated by Administrative Law Judge Shapiro in his Board-approved decision in *Aircraft and Helicopter Leasing and Sales, Inc.*, 227 NLRB 644, 646, as follows:

> An employer may mitigate his backpay liability by showing that a discriminatee "willfully incurred" loss by "clearly unjustifiable refusal to take desirable new employment." *(Phelps-Dodge Corporation* v. *N.L.R.B.*, 313 U.S. 177, 199–200 (1941)), but this is an affirmative defense and the burden is upon the employer to prove the necessary facts. *N.L.R.B.* v. *Mooney Aircraft, Inc.*, 366 F.2d 809, 813 (5th Cir. 1966). The employer does not meet that burden by presenting evidence of lack of employee success in obtaining interim employment or a low interim earning; rather, the employer must affirmatively demonstrate that the employee "neglected to make reasonable efforts to find interim work." *N.L.R.B.* v. *Miami Coca-Cola Bottling Company*, 360 F.2d 569, 575–576 (5th Cir. 1966). Moreover, although a discriminatee must make "reasonable efforts to mitigate [his] loss of income . . . [he] is held . . . only to reasonable assertion in this regard, not the highest standards of diligence." *N.L.R.B.* v. *Arduini Manufacturing Co.*, 394 F.2d 420, 422–423 (1st Cir. 1968). Success is not the measure of the sufficiency of the discriminatee's search for interim employment; the law "only requires an honest good-faith effort." *N.L.R.B.* v. *Cashman Auto Company and Red Cab Company*, 233 F.2d 832, 836 (1st Cir.). And in determining the reasonableness of this effort, the employee's skill and qualifications, his age, and the labor conditions in the area are factors to be considered. *Mastro Plastics Corp.*, 136 NLRB 1342, 1359.

The Board confirmed the validity of these principles by adopting the decision of Administrative Law Judge Robert M. Schwarzbart in *Sioux Falls Stock Yards Company*, 236 NLRB 543 (1978). In determining whether an individual claimant has made a reasonable search for employment, the test is whether the record as a whole establishes the employee had diligently sought other employment during the entire backpay period. *Saginaw Aggregates, Inc.*, 198 NLRB 598 (1972); *Nickey Chevrolet Sales, Inc.*, 195 NLRB 395, 398 (1972).

It is also well established that any uncertainty in the evidence is to be resolved against the Respondent as the wrongdoer. *N.L.R.B.* v. *Miami Coca-Cola Bottling Company, supra*; *Southern Household Products Company, Inc.*, 203 NLRB 881 (1973).

I. KENNETH BONDS

Bonds testified that after he was terminated on January 10, 1977, he traveled to his home in Hawthorne, Florida, and then contacted the business agent of Local 1205, the local in which Bonds retained membership, about employment and thereafter, pursuant to instructions from the business agent, traveled to Baton Rouge, Louisiana, in order to sign the out-of-work book for the local there, which he had to do on each Friday. As a result of these efforts, Bonds began work at a Saia Electric job in Donaldsville, Louisiana, on February 28, 1977, and worked at that job until mid-April 1977, when he quit a few days before a strike occurred. However, Bonds did not remain out of work very long as 2 or 3 days later he began work at an E. C. Earnst job in McGehee, Arkansas, but because that employer was transferring employees to night-shift positions, Bonds left this job on or about May 5, 1977, at which time he drove (on Friday) to Charleston, West Virginia, and at this location began working for Union Boiler, Nitro Electric Division, the following Tuesday. Bonds worked at this job for approximately 10 days before a layoff. Very soon thereafter he began working for Commonwealth Electric at its John Ames Power House, Charleston, West Virginia, and worked at this job for approximately a month when he quit. On the next day he began working for Union Boiler once again, but this was only a 3 or 4 day job. Bonds then picked up a job which lasted for approximately a week for Simmons Electric in Charleston. Bonds testified that after finishing this job, he then traveled to Illinois where, several days later, he began working for H. P. Foley. Bonds said that he quit the Foley job after a week because he could not find a suitable place to live and immediately began working at a J. M. Foster job at U.S. Steel's Gary, Indiana, plant, but after approximately 3 weeks on this job he was laid off. Bonds then traveled to Hunter, Alabama, and worked for Alabama Power for 1 day, but since he could not find a

place to live, he quit that job and several days later began working for Delcon Corporation in Dothan, Alabama. Bonds worked for Delcon approximately 6 weeks when he quit to go to California. Approximately a week later, upon arrival in California, he obtained a referral to a job with Kirkwood Electric. Bonds testified that he left the Delcon job because he felt or knew that electricians in California were receiving a higher rate of pay. Bonds worked for Kirkwood Electric for approximately 5 months before quitting several days before the job's completion. Bonds then traveled to Las Vegas where he worked for various enterprises until the end of the backpay period. Apart from the initial period following his discharge from Respondent on January 10, 1977, Bonds, during the entire backpay period, was not off from work for more than a week to 10 days at a time, and during such periods was generally in traveling status seeking other employment (10 days in getting to California).

Counsel for Respondent points out and argues that Bonds did not obtain work until almost 2 months after his discharge and if Bonds had shown due diligence, as Sipe exhibited, he too would have been referred to work in the Pittsburgh area within a few days after his January discharge—but Bonds chose to leave the cold northern climate and return to the more comfortable weather found in his native Florida. Further, argues Respondent, it is unreasonable to expect Sargent Electric to compensate Bonds for moneys allegedly lost as the result of his discharge when he failed to seek available work immediately after his termination of employment, as was his legal responsibility.

Bonds explained that to his knowledge Local 712 (a Pennsylvania local) was unable to place people during the period here in question—that he had, in fact, inquired of the business agent as to status of the work in the Pittsburgh area and was informed that it would be 2 or 3 weeks before employment would open up because of the cold weather.

As pointed out, although Bonds testified that he quit several jobs during the backpay period, as aforestated, I am in agreement that the facts surrounding these instances do not establish a willful loss of earnings. Thus, Bonds quit the Saia Electric job in Louisiana because of an impending strike; the E. C. Earnst job because he was scheduled to be transferred to the night shift; the Commonwealth Electric job because of a personality conflict; the H. P. Foley and Alabama Power jobs because he could not find a suitable place to live; the Delcon job in order to obtain a higher paying job in California; and that he quit the Kirkwood job several days before the job's completion. Moreover, in each instance, except once, Bonds obtained a new job within a week. Therefore, given all the surrounding circumstances, and given the fact that Respondent initially occasioned the loss of employment to Bonds, it cannot be said that a willful loss of earnings was incurred.

It is also noted that his interim earnings, before deductible expenses, either exceeded his gross backpay (second quarter 1978), or, in several instances, closely approximated the gross backpay for each quarter.

In summary, Respondent has failed to meet its burden of proof with regard to its contention that Bonds incurred a willful loss of earnings during the backpay period. The record indicates that Bonds had substantial interim earnings throughout the period in question and that he did not remove himself from the job market but, to the contrary, made repeated and continued calls and contacts with business agents whenever out of work and then, with due diligence, accepted their suggestions and referrals whenever job opportunities existed.

II. ROBERT SIPE

Sipe stated that within a few days after his discharge on January 10, 1977, he picked up a job with Prothers Electrical Contractors in Beaver County, Pennsylvania, on referral from Local 712 and also stated that at close intervals thereafter he was successful in getting employment at the Shippingport Nuclear Power Plant, with Elm Grove Electric Company in West Virginia, with Jones & McLaughlin Steel Corporation, and with Ortlip Electric Company.

Sipe admitted that he quit his job with Ortlip on or about November 10, 1977, and that he then went to Colorado Springs, Colorado, in order to study at the Nazarene Bible College in preparation for the ministry. However, when Sipe was attending Bible college, he also had a job with Western Forge at night (11 p.m. to 7 a.m.) performing electrical maintenance work and he obtained this job on or about December 1, 1977.

Counsel for Respondent argues that the backpay obligation in question here terminated on November 10, 1977, when Sipe abandoned his employment and commenced his studies for the ministry and that Sipe's decision to permanently move away from the Pittsburgh area for a purpose other than seeking a new job constitutes an additional disqualification.

In the periods material hereto—it is noted that Sipe was merely a part-time student—from 6 to 10 p.m. (night school)—at the Nazarene Bible College, but from 11 p.m. to 7 a.m., he apparently worked a full 8-hour shift with Western Forge, as aforestated. Under such circumstances, I do not believe it can be determined that Sipe had withdrawn from the labor market as he was devoting only a few evening hours for college studies while otherwise working an 8-hour day. Moreover, there are no other indications that Sipe had permanently abandoned his work in the electrical field for full-time studies, nor are there any specific indications that he had permanently moved from the Pittsburgh area. It is also pointed out that there is no evidence in the record indicating that Sipe would have been retained by Ortlip Electric during all or part of the backpay period following November 10, 1977. In summary, Respondent has failed to meet its burden of proof that Sipe incurred a willful loss of earnings under the particular circumstances and events outlined above.

III. THOMAS ROSE

Immediately after being discharged on January 10, 1977, Rose returned to his home in Elkton, Maryland, and signed for unemployment. Rose also contacted Local 313 in Wilmington, Delaware, and Local 126 in Norristown, Pennsylvania, and did so at least once a week until

he obtained a job at Bethlehem Steel in mid-March 1977 as a journeyman wireman. Rose testified that he remained on the Bethlehem job until the first part of June when he was able to obtain a referral from Local 70 in Baltimore to a job with Blumenthal Kahn in Baltimore and that he left for the Blumenthal job because this job paid over $11 per hour compared to the $6.17 per hour he was receiving at Bethlehem. Rose further testified that he started the Blumenthal job the day after he quit Bethlehem.

After being laid off by Blumenthal in September or October 1977, Rose traveled to Olean, New York, to work for Daye Zimmerman, Inc., but was able to work for only 1 day on that job because of the weather, and was informed that the job would be shutting down. Rose then telephoned a local in Augusta, Georgia, and was able to obtain a referral to a job with Miller Electric in Augusta. Rose testified that the Miller job was the only job he could find at the time and that he continued to work on the Miller job until mid-November at which time layoffs were beginning to occur since the job was nearing completion and as a result he left the job and returned home to Elkton, Maryland, and where he again signed for unemployment compensation. Or or about January 10, 1978, Rose obtained a job with Bechtel Power Corporation in Port Gibson, Mississippi. Rose worked at Bechtel until mid-April or so when he left this job, which was approximately 500–600 miles from his home. Rose testified that he quit the Bechtel job in Mississippi in order to obtain employment closer to his home, and that while working at Bechtel, he went home for approximately 2 weeks in an unsuccessful attempt to obtain employment nearer to his family. It appears that while Rose was en route to the job in Gary, he telephoned home and was then informed that Respondent had offered him reinstatement to the job at the Elrama Power Station. Rose accepted Respondent's offer and testified that there was only a 2- to 3-day lapse of time between the date he quit Bechtel and the date he began working at Elrama.

Counsel for Respondent argues that if Rose had remained in the Pittsburgh area after his termination, he could have found other work and his earnings in the first quarter of 1977 would not be deficient; that as a result of Rose's unwillingness to aggressively seek replacement work, he earned only $207 during the first quarter of 1977, and maintains that he is entitled to over $5,400 in back wages from Sargent Electric Company and that from his testimony it is quite obvious that Rose was "totally satisfied" with his receipt of unemployment compensation and just "didn't bother" to make a serious effort to find replacement work, and that this willful withdrawal from the labor market disqualifies him from backpay eligibility during the first quarter of 1977. Further, maintains Respondent, Rose's testimony demonstrates a history of voluntary resignation from various jobs to meet his personal convenience, and illustrative of this is the fact that Rose quit a job with Miller Electric in mid-November 1977, and did not seek replacement employment until January 1978.

Rose testified that following his discharge, he did not contact Local 712 in Beaver, Pennsylvania (or Local 5 in Pittsburgh), about possible job referrals because he was there "once before" when unemployed and was not sent out and as a result he did not go back during the period here in question.

Respondent also contends that since discriminatee Sipe was able to obtain a referral from Local 712 immediately following his discharge, that such circumstance indicates that Rose would also have been able to obtain a referral. However, in this regard, it must first be kept in mind that Sipe obtained a referral as a welder and Rose is a journeyman wireman and does not do welding. In addition, Respondent offered no probative evidence to establish that if Rose had contacted Local 712 shortly after January 10, 1977, that he would have been referred to a job. Moreover, as has been pointed out, the established basis or test in determining if an individual claimant has made a reasonable search for employment is whether, considering the record as a whole, the claimant diligently sought other employment during the backpay period. Thus, a backpay claimant will ordinarily not be found to have incurred a willful loss of earnings merely because the search for interim employment was not made in each and every quarter of the backpay period, nor is a claimant, who has otherwise made reasonable efforts to seek new work, required to repeat job applications which, from past efforts, are known to be futile or worthless. *Cornwell Company, Inc.*, 171 NLRB 343, 343 (1968). It should also be noted that the Board has recognized the discriminatees need not search for or accept employment which is "unreasonably" distant from their home. *F. M. Broadcasting Corporation d/b/a WHLI Radio*, 233 NLRB 326 (1977).

In the final analysis, Thomas Rose, following his discharge, immediately went to his home in Elkton, Maryland, signed for unemployment compensation and then contacted, on a weekly basis, at least two or three local unions for job referrals. As also pointed out, during the course of the backpay period, Rose worked at numerous jobs around the country and during several quarters of the backpay period received interim earnings closely approximating his gross backpay for those particular quarters, and although Rose voluntarily quit several jobs during the backpay period the record establishes that in each instance such quits did not constitute a willful loss of earnings. Thus, Rose quit Bethlehem Steel to start a higher paying job the next day for Blumenthal Kahn; he quit the Daye Zimmerman job in New York based on the information that the job was shutting down due to inclement weather and immediately obtained a new job several days later; he quit the Miller Electric job in Augusta several days prior to being laid off and returned home to search for employment; and Rose quit the Bechtel Power job in order to start a job closer to his home several days later—and certainly the 2-week period in March 1978, when Rose left the Bechtel job in Mississippi in order to search for employment closer to his home in Maryland, should not constitute a period of willful loss of earnings, based on his overall diligence in seeking work.

In summary, Respondent has failed to meet its burden of proof that Rose incurred a willful loss of earnings

during the backpay period. This record clearly indicates that Rose had substantial earnings throughout the backpay period, and that at no time did he remove himself from the job market. There is no probative evidence to the contrary.

IV. DENNIS GREENWOOD

Immediately upon his discharge by Respondent on January 10, 1977, Greenwood went to the unemployment office and also contacted Local 5 for referral. More specifically, this record reveals that during the period between the date of discharge until the date he began working at L. K. Comstock in March 1977, Greenwood reported continually to the unemployment office on numerous occasions on January 11, 13, 18, and 25, on February 1, 8, 15, and 22, and on March 1, 8, and 15. Moreover, Greenwood reported to the office of Local 712 to sign the out-of-work book on January 24 and again on February 1977, but on each occasion learned that there was no work available. Greenwood also unsuccessfully attempted to obtain a referral from Local 5 on January 10, as aforestated, and on several other occasions. In February 1977 he even attempted to obtain reinstatement from Respondent, but was unsuccessful in doing so, and he also telephoned the International Union offices in Washington, D.C., on one or two occasions in an attempt to obtain referrals and was also in regular contact with his own local—Local 126.[3]

Greenwood testified that by the end of March 1977, he had obtained employment at L. K. Comstock and worked there until the end of June or the beginning of July 1977, and his earnings there were in excess of the earnings he would have received from Respondent. After being laid off from L. K. Comstock, Greenwood applied for unemployment compensation and made calls to Local 712 and to Local 126. It appears that Greenwood did not work during the months of July and August 1977, but Greenwood obtained a job at Penn Line Service on or about September 19, 1977, and worked at that job until being laid off in the beginning of November 1977. He then obtained a job for New River Electric Corp., in Moundsville, West Virginia, and worked there for approximately 6 weeks (until early December) before quitting shortly before the job ended. Then, in an effort to continue working, and pursuant to a referral from the International, Greenwood traveled to northern Minnesota in January 1978 to work for Midland Constructors, Inc., but because of adverse weather conditions he was only able to work 1 day out of the 6 days he stayed in Minnesota. Consequently, in view of the expectations that the job would not start back up until the spring, Greenwood returned to his home, but only after bad roads delayed his arrival there. Upon his return to Pennsylvania, he signed for unemployment compensation and made several trips to Local 712 in February and March 1978 to sign the out-of-workbook. Greenwood obtained a job at Henkels & McCoy in April 1978 and it appears remained there until receiving an offer of reinstatement from Respondent on April 26.

[3] Greenwood's classification with Local 126 is that of a journeyman lineman.

Counsel for Respondent points out that Greenwood admittedly contacted the unemployment office on at least four occasions before he visited the office of Local 712 to seek replacement work; that he did not contact Local 712 until 14 days after he had been fired; and by the time Greenwood contacted Local 712 in seeking other employment, Robert Sipe had been employed for almost 10 working days. Moreover, argues Respondent, as a result of Greenwood's failure to meet his burden of attempting to find other work, he earned only $580 during the first quarter of 1977, and Greenwood's record of seeking other work only when convenient and absolutely necessary demonstrates his willful loss of earnings. Respondent further maintains that Greenwood's trip to Minnesota was not work related and that he withdrew from the labor market during this period of time.

Turning first to the contention that Greenwood did not seek job referrals from Local 712 immediately following his discharge and Respondent's attempt to coupled that with the fact that discriminatee Sipe was referred to a job by Local 712 shortly after his January 10 termination. However, in this regard it should be noted that Sipe was referred to his job as a welder and Greenwood is a journeyman lineman and cannot weld. Moreover, Respondent presented no probative evidence to establish that had Greenwood reported to Local 712 on or before mid-January that he would have been referred to a job in his classification, and especially so when keeping in mind that a discriminatee need not instantly seek employment, and that a claimant will not necessarily be found to have incurred a willful loss of earnings merely because a continuous search for work was not made in each and every quarter of the backpay period, *Sioux Falls Stock Yards, supra; Cornwall Company, Inc., supra.* Also noting the efforts Greenwood did make to obtain employment during the first quarter of 1977[4] and the substantial periods of interim employment he had thereafter. I am in agreement that Respondent has failed to meet its burden of proof showing that Greenwood incurred a willful loss of earnings in the first quarter of 1977. Moreover, this record clearly establishes that Greenwood did work for a number of enterprises starting in March 1977, and with several jobs thereafter lasting substantial periods of time, as aforestated, together with the fact that he also traveled to northern Minnesota in the middle of the winter in an effort to work, and there is no evidence that in doing so he removed himself from the labor market. Moreover, Greenwood remained in regular contact with various locals and the International during the periods of unemployment here in question. On the record as a whole, Respondent has failed to show that Greenwood did not exercise reasonable diligence in searching for employment during the backpay period.

[4] While the registration with the employment office is not conclusive evidence of a reasonable search for employment it is, nevertheless, evidence that the claimant did, in fact, seek work. *The Madison Courier, Inc.*, 202 NLRB 808, 813 (1973).

ORDER

On the basis of the foregoing findings, I conclude that the claimants named herein are entitled to payment by Respondent of the amount set opposite his name, plus interest accrued thereon,[5] minus appropriate social security and income tax deductions, as required by Federal, state, and local laws:

Kenneth Bonds	$10,006.50
Dennis H. Greenwood	21,410.63
Thomas Rose	17,371.36
Robert Sipe	8,971.05

And also payment to the Local Employees Benefit Board, on behalf of the discriminatees, of the amount set opposite his name, plus interest on the basis heretofore indicated:

Kenneth Bonds	$208.21
Dennis H. Greenwood	537.82
Thomas Rose	353.35
Robert Sipe[6]	221.65[6]

[5] In the manner prescribed in *F. W. Woolworth Company*, 90 NLRB 289 (1950), and *Florida Steel Corporation*, 231 NLRB 651 (1977), and, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

[6] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.